

May 5, 2006

PROPOSAL #P573

Gentlemen:

You are requested to submit a proposal for infrastructure valuation services as per the specifications and information contained herein. All required information shall be included with your proposal. Any exceptions to the specifications shall be listed in the space provided.

All questions and inquires concerning this request for proposal or the specifications shall be addressed to Tim Jones, Director of Purchasing, 140 Stonewall Avenue West, Fayetteville, Georgia 30214 from 8:00 a.m. to 5:00 p.m. The phone number is (770) 460-5730 extension 5420. Any deviations from this procedure for questions or information pertaining to request for proposal may result in your proposal being rejected.

All correspondence submitted to the Fayette County Purchasing Department pertaining to this proposal shall be referred to by the proposal number and reference given below

All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **proposal number** and **reference** along with your company's name and address on the **sealed** envelope in which the proposal is returned.

PROPOSAL MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST
SUITE 101
FAYETTEVILLE, GEORGIA 30214
PROPOSAL #P573
REFERENCE: INFRASTRUCTURE VALUATIONS

Proposals will be received at the above address until 3:00 p.m. Friday, May 19, 2006 in the **Purchasing Department, Suite 101.** Proposals will be opened at approximately 3:00 p.m., May 19, 2006 and the names of the companies that responded will be read. Proposals must be signed to be considered. Late proposals will not be considered. Faxed proposals will not be considered.

If this request for proposal is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposal to continue to check the Fayette County web site for any addenda that might come out for this request for proposal and is posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the request for proposal to a company or individual, we will keep a record of who we mailed that request for proposal to and all addenda for that request for proposal will also be mailed to those companies or individuals.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities, and minor irregularities in proposals received.

Sincerely,

Tim Jones, CPPO
Director of Purchasing

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GENERAL TERMS AND CONDITIONS

1. Preparation of Offers

- 1A. Offeror shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the offeror's risk.
- 1B. Each offeror shall furnish all information required. Erasures or other changes must be initialed by the person signing the offer. Offers must be signed by an authorized agent of the company.
2. The term "contractor" as used herein and elsewhere in these specifications shall be used synonymously with the term "successful offeror." The term "County" shall mean Fayette County.

3. Submission of Offers

- 3A. Offers and amendments shall be enclosed in sealed envelopes, addressed to the office specified in the request for proposal with the name and address of the offeror, the reference and proposal number on the face of the envelope.
- 3B. The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening of the proposals as set out in the request for proposal unless specifically excepted to in your offer.
- 3C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified, at no expense to the County. Unless otherwise specified, samples will be returned at the offeror's request and expense if items are not destroyed by testing.
- 3D. Fayette County shall not be responsible for the premature opening of a proposal not properly addressed and identified by proposal number and reference and/or delivered to an improper destination.
- 3E. In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

4. Evaluation of Offers

- The evaluation of offers and the determination as to acceptability of products or services offered shall be the responsibility of the County. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, references or other information prior to award.
5. Preference shall be given to the offeror submitting the lowest and best firm price for the term of the contract. Should it be found that due to unusual market conditions it is necessary for the County to accept a price with an escalation clause, the following shall apply:
 - 5A. The Contract price shall be frozen for a specified period. This period must be shown on your proposal.
 - 5B. Cost data to support any proposed increase must be submitted to the Director of Purchasing not less than ten (10) days prior to the effective date of any such requested price increase.
 - 5C. Any adjustment allowed shall consist only of bona fide cost increases resulting from such situations as unforeseen raw material cost increase which may be passed on to the consumer.
 - 5D. No adjustments shall be made to compensate a supplier for inefficiency in operation or for additional profit.
 - 5E. Proposals indicating price in effect at time of shipment will be considered invalid.
 - 5F. No price changes will be honored until two (2) copies of the price list changes are received by the Purchasing Department.

6. Non-Collusion

Offeror declares that the offer is not made in connection with any other offeror submitting an offer for the same services, and that the offer is bona fide and is in all respects fair and without collusion or fraud.

7. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next lowest satisfactory offeror, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the County for cost to the County in excess of the defaulted contract prices provided, however, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Contractor to deliver materials or services within the time stipulated on his offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

8. Patent Indemnity

The Contractor guarantees to save the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the Contractor is not the patentee, assignee or licensee.

9. None of the various County agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract, nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.
10. The County reserves the right to increase or decrease quantities shown without penalty.

11. Ability To Perform

The offeror may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience and the necessary facilities as well as sufficient financial and human resources to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, then the offer of such offeror may be rejected.

12. Rejection of Offers

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of the offer.

13. All of the specifications and information contained in this request for proposal, unless specifically excepted to in writing and included with the offer, will form the basis of the contract between the successful offeror (the Contractor) and the purchaser. Caution should be taken by the offeror that all questions are answered in the spaces provided and all

requested information is submitted.

14. Assignment of any contract resulting from this request for proposal will not be authorized.

15. This contract may be cancelled by either party upon submitting thirty (30) days written notice of intent to cancel to the other party.

16. **Brand Name or Trade Name**

16A. If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by the County to meet its needs in all respects.

16B. If the bidder proposes to furnish another product, such product shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the County. Accordingly, to insure that sufficient information is available, the bidder may be required to submit literature and/or samples prior to award.

17. The proposal opening is open to the public. After the process is completed and an award has been made, information may be obtained in the Purchasing Department at .25 per page. Prices and other information will not be given out over the phone. If you would like the information mailed to you, the proper amount of postage along with the total price for copying the information shall be received in Purchasing in advance. Make checks payable to the Fayette County Board of Commissioners.

18. **If your Company has not previously applied to get on the Fayette County Bidders List, to insure your company is not omitted from participation in future bidding, it is important that you contact The Purchasing Department at 770-460-5730 Ext.5420 immediately to find out how to be placed on the Bidders List. Participation in this request for proposal does not automatically place a Company on the Master Bidders List.**

INSURANCE REQUIREMENTS

The successful offeror shall, without expense to the County, carry the following to be in effect throughout the term of the contract:

1. Third party property damage insurance in such amounts as are deemed adequate by the County and Board of Commissioners against all losses, cost, damages, claims, expenses, or liability whatsoever because of accidental injury or damage to person or property occurring in the course of or as a result of performing the duties of this contract, and any and all matters incidental thereto. A minimum amount of coverage in the amount of \$500,000.00 is required; although, additional coverage may be required depending on the nature of the work to be performed. The successful offeror shall also carry adequate Workman's Compensation Insurance covering all employees engaged in performing the duties and responsibilities of this contract.
2. Public Liability and Property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions as specified in this invitation for bids fully insuring the successful offeror for liability for injury to or death of county employees and third parties, extended to include personal injury liability coverage, and damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00 with an umbrella policy in the amount of one million dollars, \$1,000,000.00.
3. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

A copy of the certificate of insurance for the aforementioned shall be submitted with your bid. A request will be sent to the agent or the insurance company of the successful offeror to notify Fayette County 30 days prior to cancellation of or upon any material change in coverage of the aforementioned insurance coverage prior to the work being completed. No award will be made until proof of the insurance coverage is submitted.

FAYETTE COUNTY, GEORGIA, BOARD OF COMMISSIONERS

REQUEST FOR PROPOSALS

INFRASTRUCTURE VALUATION SERVICES FOR THE
FAYETTE COUNTY GOVERNMENT

May, 2006

INTRODUCTION:

The Fayette County, Georgia, Board of Commissioners is interested in retaining the experience and expertise of a qualified firm/consultant to furnish, deliver, and conduct valuation services for the Fayette County government on its infrastructure assets.

Fayette County is located approximately 15 miles south of the Atlanta city limits, and has a population of approximately 100,000, covering an area of 199 square miles. Fayette County (unincorporated) has approximately 923 paved roads and a total of 442.5 miles which need values placed on them. A five-member Board of Commissioners operates the County's Government. These Commissioners have recognized the need for the services for the county government, by authorizing this request, bringing the county in compliance with GASB regulations.

The selection of the firm/consultant to conduct the services described herein will be based on an evaluation of all submittals by the Director of Central Support Services and the Assistant Finance Director/Controller, and the firm that is deemed to have submitted the best overall proposal will be recommended to the Board of Commissioners for the award.

INSTRUCTIONS:

Interested firms/consultants are to submit a proposal to conduct services as generally described by this RFP.

An original plus five (5) copies of your Proposal must be submitted to the Purchasing Department by May 19, 2006, 3:00 p.m.

All proposals must be clearly marked on the outside: "PROPOSAL P573 INFRASTRUCTURE VALUATION SERVICES". All proposals received after the designated time and date of the proposal opening will not be considered.

Fayette County reserves the right to reject any and all proposals, to evaluate proposals and to accept portions of any proposal, and accept any proposal, which in its opinion, may be in the best interest of the County. The County reserves the right to waive any and all informalities.

PROGRAM SCOPE:

General information for providing the services of conducting valuations for Fayette County's infrastructure is outlined below:

All infrastructure assets for Fayette County will be included in the valuation process.

The threshold for infrastructure is \$5,000.00.

All valuations shall be performed in compliance with GASB regulations.

PROPOSAL REQUIREMENTS:

The format for responses shall include the following. These elements or evaluation criteria are listed in descending order of importance.

1. Demonstration of understanding of scope of the RFP.
2. Experience and Technical Capabilities of the firm.
3. Qualifications of the firm including personnel assigned to the project.
4. Price/fee.
5. References.

EXPERIENCE AND CAPABILITIES

Describe the ownership and current principals of your firm.

Provide a brief overview of your firm's history, field of expertise and background of key personnel. Include resumes and applicable experience.

PRICE/FEE –

Fayette County is interested in a lump sum price for conducting the valuation services.

REFERENCES

Provide at least three (3) references of completed projects within the past five years of similar scope. Include the customer's name, a contact name, address and telephone number. References in Georgia are preferable.

ADDITIONAL CONDITIONS

The proposals shall become the property of Fayette County without compensation to the proponent, for disposition or usage by the County. Each firm that submits a proposal shall comply with all federal, state, county and local statutes governing these types of services.

OTHER PERTINENT INFORMATION

Any false information reported in the RFP will disqualify the proponent upon its discovery.

The Firm/Team to conduct this work must carry errors and omissions insurance coverage.

EXCEPTIONS TO SPECIFICATIONS

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

COMPANY NAME

INFORMATION PAGE

State Payment Terms_____

State Length and Nature of Warranty_____

State Job Completion Time After Receipt of Order_____

_____Days

State Length of Time After Proposal Opening Prices Shall Be Held Firm:_____

_____Days

Company Name_____

INFORMATION PAGE CONTINUED

Company_____

Authorized Representative_____

(Print or Type)

Authorized Representative_____

(Signature)

Title_____

Mailing Address_____

Phone Number ()_____Fax Number ()_____

Date_____

**If you do not submit a bid, indicate in writing
your reason(s) why and return that information
to the Purchasing Department. Failure to do so
may cause your company's name to be removed
from the offerors list.**